

**COCHISE COUNTY CONTRACT FOR PROFESSIONAL SERVICES  
AGREEMENT FOR PROVIDING PRE-ADOPTION CERTIFICATION  
AND/OR ADOPTION SOCIAL STUDIES**

**THIS CONTRACT** is made this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the Cochise County Board of Supervisors (hereinafter "the BOARD") and Catholic Community Services of Southern Arizona, Inc., doing business as Catholic Social Services (hereinafter "the CONTRACTOR").

**WHEREAS** the BOARD is in need of services to obtain pre-adoption certification and/or adoption social studies pursuant to A.R.S. §§ 8-105 and 8-112, as necessary for Court approval of certain adoptions for which the Office of the County Attorney provides legal representation;

**WHEREAS** the CONTRACTOR has offered to provide these services in accordance with the terms of the CONTRACT;

**NOW, THEREFORE**, in consideration of the promises and covenants stated herein, it is AGREED THAT:

1. The CONTRACTOR promises and agrees to perform the work as described in the attached "Scope of Work by Catholic Social Services" in a good and competent manner and to the satisfaction of the BOARD, or its designees.

2. The Cochise County Attorney, or his designee, promises and agrees to perform the work described in the attached "Scope of Work by the Cochise County Attorney, or his designee," in a good and competent manner and to the satisfaction of the BOARD, or its designees.

3. The CONTRACTOR agrees to provide all services and accompanying documents required by this CONTRACT in a complete and acceptable form, as customarily provided according to professional standards for compliance and completion of the CONTRACT.

4. The CONTRACTOR shall commence performance of this CONTRACT on the date indicated on the Notice to Proceed. This CONTRACT shall remain in effect for a period of five (5) years to expire at close of business on June 30, 2018

5. In the event the CONTRACT between the parties is not formally renewed by the end of the designated period, this CONTRACT shall remain in full force and effect for a period of sixty (60) days; but in no event shall this CONTRACT be extended beyond the sixty (60) day grace period without written renewal.

6. The BOARD will compensate the CONTRACTOR for its performance and the CONTRACTOR agrees to accept as complete payment for such full performance, the sum of One Thousand Dollars (\$1000.00) for each adoption social study requested and provided under this CONTRACT, less the amount of all payments received from the applicant(s) of the adoption social study and/or pre-adoption certification social study is needed in a particular matter pursuant to A.R.S. § 8-105, the CONTRACTOR agrees to provide such study in addition to the required adoption social study at no additional cost to the BOARD. When warranted, CONTRACTOR may charge the prospective adoptive parents for additional work involved with the pre-adoption certification study and/or adoption social study.

CONTRACTOR agrees to make every effort to obtain payment from applicant(s) of their one percent (1%) and not hold BOARD liable for any costs CONTRACTOR is unable to obtain. CONTRACTOR shall not assert a hardship on behalf of applicant(s) for its failure to collect the one percent (1%) payment from applicant(s).

7. Payment shall be made by the BOARD to the CONTRACTOR based on invoices detailing the work and the amount of all payments received from the applicant(s).

8. All notices, invoices and payments shall be in writing and delivered by personal service or first class mail. The designated recipients for such notices, invoices and payments are:

TO CONTRACTOR: Marguerite D. Harmon, CEO  
Catholic Community Services of Southern Arizona, Inc.  
140 W. Speedway Blvd., Ste. 230  
Tucson, AZ 85705  
(520) 623-0344, Ext. 1050

TO BOARD: Terry Bannon  
Civil Deputy Attorney  
Office of the Cochise County Attorney  
P.O. Box CA  
Bisbee, AZ 85603  
(520) 432-8700

9. Pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein by reference, all parties are hereby put on notice that this CONTRACT is subject to cancellation by the BOARD if any person significantly involved in initiating, negotiating, securing, drafting or creating the CONTRACT on behalf of the BOARD is, at any time while the CONTRACT is in effect, an employee or agent of any other party to the CONTRACT in any capacity or a consultant to any other party of the CONTRACT with respect to the subject matter of the CONTRACT.

10. This CONTRACT shall be effective upon its approval by the parties, as indicated by the signatures of their representatives. This CONTRACT, its attachments and documents incorporated by reference represent the entire agreement and understanding between the parties. The BOARD'S

designated representative is authorized to issue and sign CONTRACT amendments. Any amendments to the terms of this CONTRACT shall be in writing and properly noticed to all parties. All amendments shall be subject to BOARD approval.

11. CONTRACTOR shall retain, and remain in good standing with, all licensure in accordance with all State and Federal laws throughout the duration of the CONTRACT. CONTRACTOR shall also maintain insurance policies throughout the duration of the CONTRACT, providing not less than the following coverage:

| Type                  | Coverage         |
|-----------------------|------------------|
| Worker's Compensation | Statutory Limits |
| General Liability     | \$ 1,000,000     |

Copies of all such documents shall be provided by the CONTRACTOR to the BOARD. Any changes to the aforementioned documents shall be provided to the BOARD not more than ten (10) calendar days after said change.

12. This CONTRACT shall be governed by the laws of the State of Arizona and suits pertaining to this CONTRACT may be brought only in courts in the State of Arizona.

13. The parties hereby agree to make a good faith effort to resolve any claim or controversy through informal negotiations. Any claim or controversy must first be presented in writing, with supporting documentation, to the designee of the other party. The recipient shall have twenty (20) calendar days to prepare and deliver a response. If the parties fail to resolve the claim or controversy following a reasonable period for such resolution, but not more than sixty (60) calendar days, the aggrieved party may request the dispute be submitted to arbitration, pursuant to A.R.S. § 12-1518.

14. Each and every provision of law and any clause required by law to be in the CONTRACT will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is omitted or not correctly inserted, then upon the application of either party the CONTRACT will forthwith be physically amended to make such insertion or correction.

15. The provisions of this CONTRACT are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the CONTRACT.

16. It is agreed that each party will act in its individual capacity and not as an agent, representative or employee of the other. An agent, representative or employee of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

17. No right or interest in this CONTRACT shall be assigned by the CONTRACTOR without prior written permission of the BOARD, and no delegation of any duty of the CONTRACTOR shall be made without prior written permission of the BOARD.

18. No subcontract agreement shall be entered into by the CONTRACTOR with any other party to furnish the services specified herein without the advance written approval of the BOARD. All subcontractors shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract, as if the Subcontractor were the CONTRACTOR referred to herein. The CONTRACTOR is responsible for CONTRACT performance whether or not subcontractors are used.

19. The CONTRACTOR shall defend, hold harmless, and indemnify the COUNTY, its officers, agents and employees from all claims, demands, suits, damages and loss ("claims") which result from the negligence of the CONTRACTOR, its agents, officers and employees, in the performance of this CONTRACT.

20. Upon receipt of a termination notice, the CONTRACTOR shall

- (A) discontinue all services but complete all pending,
- (B) deliver or otherwise make available to the BOARD, copies of data and such other information and materials as may have been accumulated by the CONTRACTOR in performing this CONTRACT.

21. TERMINATION BY THE COUNTY FOR CAUSE: The BOARD may terminate the CONTRACT if the CONTRACTOR:

- (A) repeatedly refuses or fails to perform in accordance with the terms set forth in this CONTRACT; or
- (B) disregards all applicable State and Federal laws and/or regulations; or
- (C) is otherwise in substantial breach of any provision of the CONTRACT.

When any of the above reasons exist, the BOARD may, without prejudice to any other rights or remedies of the BOARD and after giving the CONTRACTOR ten (10) calendar days written notice, terminate the CONTRACT with the BOARD and may finish the Work by whatever reasonable method the BOARD may deem expedient.

22. SUSPENSION BY THE BOARD FOR CONVENIENCE: The BOARD may, without cause, order the CONTRACTOR in writing to suspend, delay or interrupt its performance in whole or in part for such period of time as the BOARD may determine.

23. TERMINATION FOR CONVENIENCE OF THE BOARD: The BOARD, by written notice to the CONTRACTOR, may terminate this CONTRACT in whole or in part when in the sole discretion of the BOARD if it is in the BOARD'S best interests to do so. In such case, the CONTRACTOR shall be paid for all services provided and properly invoiced.

24. **TERMINATION BY THE CONTRACTOR:** The CONTRACTOR may terminate the CONTRACT if the performance is stopped for a period of thirty (30) calendar days through no act or fault of the CONTRACTOR or its agents or employees or any other persons performing portions of the CONTRACT, for any of the following reasons:

- (A) Issuance of a court order or other public authority having jurisdiction; or
- (B) The BOARD has not made payment to the CONTRACTOR for work performed within the time period established pursuant to the CONTRACT.

If one of the above reasons exists, the CONTRACTOR may, upon thirty (30) calendar days, submit written notice to the BOARD terminate the CONTRACT and recover from the BOARD payment for its service provided and properly invoiced.

**IN WITNESS WHEREOF**, the duly authorized representatives of the parties have executed this CONTRACT as indicated below:

CONTRACTOR:

CATHOLIC COMMUNITY SERVICES  
OF SOUTHERN ARIZONA, INC.

By: \_\_\_\_\_

Marguerite D. Harmon  
Chief Executive Officer  
140 W. Speedway Blvd., Ste. 230  
Tucson, AZ 85705

\_\_\_\_\_  
Date

APPROVED:

COCHISE COUNTY BOARD  
OF SUPERVISORS

By: \_\_\_\_\_

Ann English, Chairperson

\_\_\_\_\_  
Date of Award

ATTEST:

\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

\_\_\_\_\_  
Terry Bannon, Civil Deputy County Attorney

**SCOPE OF WORK BY CATHOLIC SOCIAL SERVICES FOR THE PROFESSIONAL  
SERVICES CONTRACT WITH CATHOLIC SOCIAL SERVICES REGARDING PRE-  
ADOPTION CERTIFICATION AND/OR ADOPTION SOCIAL STUDIES**

Upon the written request of the Cochise County Attorney, or his designee, Catholic Social Services (hereinafter "CONTRACTOR") shall perform the following services in connection with each application for adoption that has been referred for the preparation of a pre-adoption certification and/or adoption social study:

1. To conduct a pre-adoption certification social study which includes all of the elements required by A.R.S. § 8-105, including the following:

- A. A complete social history.
- B. The financial condition of the applicant.
- C. The moral fitness of the applicant.
- D. The religious background of the applicant.
- E. The physical and mental health condition of the applicants.
- F. Any Court action for or adjudication of child abuse, abandonment of children, dependency or termination of parent-child relationship in which the applicant had control, care or custody of the child who was the subject of the action.
- G. Whether the person or persons wish to be placed on the central registry established in subsection M of A.R.S. § 8-105.
- H. All other factors bearing on the issue of the fitness of the prospective adoptive parents that the court, agency or division may deem relevant.

2. The CONTRACTOR shall submit the original pre-adoption certification social study to the Clerk of the Court for filing with copies of the pre-adoption certification social study and the adoption certification order provided to the Cochise County Attorney's Office as soon as possible after CONTRACTOR receives a conformed adoption certification order from the Court.

3. To conduct an adoption social study pursuant to A.R.S. § 8-112, as follows:

- A. The social history, heritage and mental and physical condition of the child and the child's birth parents.
- B. The child's current placement in the prospective adoptive parent's home and the child's adjustment to that home.
- C. The prospective adoptive parent's suitability to adopt.
- D. The existing and proposed arrangements regarding the child's custody.
- E. Any financial arrangement concerning the proposed adoption made by the birth parents, the division, an agency, an attorney or the prospective adoptive parents.
- F. A state and federal criminal records check of the prospective adoptive parent and each adult who is living permanently with the prospective adoptive parent except a birth or legal parent with custody of the child.



- G. A central registry records check, including any history of child welfare referrals, with the division of the prospective adoptive parent and each adult who is living permanently with the prospective adoptive parent.
- H. Any other information pertinent to the adoption proceedings.

4. The CONTRACTOR shall prepare and submit the original of each requested adoption social study to the Office of the County Attorney for filing in the adoption case file. Said original adoption social study shall be submitted by the CONTRACTOR as soon as possible, but no later than twenty (20) calendar days prior to the hearing date set for that case.

It is understood and agreed that the preparation of the pre-adoption certification social study and/or adoption social study may require more than one meeting with the prospective adoptive parent(s). It is also understood and agreed that the CONTRACTOR will supplement and revise the adoption social study if in the determination of the County Attorney, or his designee, it does not include all the required information.

5. To charge each applicant of the pre-adoption certification social study and/or adoption social study report a fee not to exceed One Thousand Dollars (\$1000) per case. This fee shall be based upon the rate of one percent (1%) of the Adjusted Gross Income of the applicant, including his or her spouse, in the prior year. CONTRACTOR agrees to make every effort to obtain payment from applicant(s) of their one percent (1%) and not hold BOARD liable for any costs CONTRACTOR is unable to obtain. CONTRACTOR shall not assert a hardship on behalf of applicant(s) for its failure to collect the one percent (1%) payment from applicant(s). The CONTRACTOR shall retain all such fees and shall reduce the amount billed to the Cochise County Attorney by the fee amount received from each applicant. The CONTRACTOR may waive all or a portion of the fee upon receipt of a written request from the applicant(s) which demonstrates that payment of the fee would create a significant and substantial hardship for the applicant/applicant's family and would impair the ability of this adoption to successfully proceed.

For each applicant who pays the fee, the CONTRACTOR shall provide a written explanation of the Federal Tax Credit that is available for this expense, together with such written documentation of the payment as may be necessary for obtaining this tax credit. It is understood that, when warranted, the CONTRACTOR may charge the prospective adoptive parents for additional work involved with the pre-adoption certification social study.

6. To retain all documentation regarding the calculation, payment and waiver of the fees for a period of not less than five (5) years and to make these records available to the County for inspection within ten (10) calendar days from the date of a request.

**SCOPE OF WORK BY THE COCHISE COUNTY ATTORNEY, OR HIS  
DESIGNEE, FOR THE PROFESSIONAL SERVICES CONTRACT WITH  
CATHOLIC SOCIAL SERVICES REGARDING PRE-ADOPTION  
CERTIFICATION AND/OR ADOPTION SOCIAL STUDIES**

**CASES REQUIRING PRE-ADOPTION CERTIFICATION:**

The Cochise County Attorney, or his designee, shall perform the following services in connection with each applicant for adoption who requires pre-adoption certification and/or adoption social study to be performed by Catholic Social Services (hereinafter “the CONTRACTOR”).

1. Provide a written request to the CONTRACTOR that Petitioner(s) will be referred to the CONTRACTOR for a Pre-Adoption Certification.
2. Mail Fingerprint card(s) and an Adoptive Families Central Registry Records Clearance form to Petitioner(s) to complete and mail back to the Office of the Cochise County Attorney. The Fingerprint Card(s) and Central Registry Records Clearance form shall be processed by staff at the Cochise County Attorney’s Office and forwarded to the CONTRACTOR, to be included in the pre-adoption certification social study that will be submitted to the Court.

**CASES THAT DO NOT REQUIRE PRE-ADOPTION CERTIFICATION:**

1. Cochise County Attorney staff shall meet with the Petitioner(s) and prepare and send a letter to the CONTRACTOR with results of the DPS and FBI Criminal Background check, Central Registry Records Clearance results, copy(ies) of the child(ren)’s birth certificate(s) and a copy of the County Attorney Adoption Information Sheet.
2. The Cochise County Attorney or his designee may contact the CONTRACTOR for a status update prior to filing the Petition to Adopt and setting the hearing date.
3. Cochise County Attorney staff shall mail copies of the Petition for Adoption, Notice of Hearing, Order Appointing Investigating Officer, Waiver and Acceptance of Service form, and Certificate(s) of Adoption to the CONTRACTOR. Upon receipt, CONTRACTOR shall sign the Waiver and Acceptance of Service form and Certificate(s) of Adoption and return them to the Cochise County Attorney staff.
4. Cochise County Attorney staff upon completion of the adoption hearing shall mail a certified copy of the Order of Adoption to the CONTRACTOR.